# Exhibit Y

### **ENGLISH**

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6/25/2019
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issuers, financial institutions, and merchants. Features may vary by region, issuer, and merchant.

To use Apple Pay, you must have a Supported Card. Supported Cards may change from time to time. Additionally, in order to send or receive person to person payments, you must have an Apple Pay Cash card.

Supported Payment Cards and person to person payments are associated with the Apple ID you have signed into iCloud to use these features. Supported Cards are only available to individuals aged 13 years or older, and may be subject to additional age-based restrictions imposed by iCloud or the Supported Card which you are trying to provision. The Apple Pay Cash card and the ability to send and receive person to person payments are only available to individuals aged 18 years or older.

Apple Pay is intended for your personal use and you may only provision your own Supported Cards. If you are provisioning a supported corporate card, you represent that you are doing so with the authorization of your employer and you are authorized to bind your employer to these terms of use and all transactions effected by use of this feature. If you are sending or receiving a person to person payment, you represent that you are doing so for your own personal, non-commercial use.

You agree not to use Apple Pay for illegal or fraudulent purposes, or any other purposes which are prohibited by the License and these Supplemental Terms. You further agree to use Apple Pay in accordance with applicable laws and regulations. You agree not to interfere with or disrupt the Apple Pay service (including accessing the service through any automated means), or any servers or networks connected to the service, or any policies, requirements, or regulations of networks connected to the service (including any unauthorized access to, use, or monitoring of data or traffic thereon).

# 2. Apple's Relationship With You

Apple Pay enables you to create a virtual representation of your Supported Cards on your supported Device. However Apple does not process payments or other non-payment card transactions (such as reward accrual and redemption), receive, hold, or transfer your funds, or have any other control over payments, returns, refunds, rewards, value, discounts, or other commerce activity that may arise out of your use of this feature.

The terms of cardholder agreements you may have in place with your card issuer will continue to govern your use of your Supported Cards and their use in connection with Apple Pay. Similarly, your participation in any merchant rewards or gift card programs and your use of Apple Pay-Enabled Cards in connection with Apple Pay will be subject to such merchant's terms and conditions.

The Apple Pay Cash card and the ability to send and receive person to person payments are only available in the United States, and are services provided by Green Dot Bank, member FDIC. When you enable these features within Apple Pay, you are opening an account with Green Dot Bank, and when you send or receive a person to person payment or load or withdraw money from your Apple Pay Cash card, Green Dot Bank will be responsible for receiving and sending your money to the intended recipient. The financial institution responsible for offering Apple Pay Cash and person to person payments within Apple Pay is subject to change, and your use of such features are subject to their terms and conditions.

Nothing in the License or these Supplemental Terms modifies the terms of any cardholder, user, or merchant agreement, and such terms will govern your use of the applicable Supported Card or the person to person payment feature of Apple Pay and their virtual representation on your Device. You agree that Apple is not a party to your cardholder or merchant agreements, nor is Apple responsible for the: (a) content, accuracy or unavailability of any payment cards, rewards cards, gift cards, commerce activities, transactions, or purchases while using Apple Pay functionality; (b) issuance of credit or

assessing eligibility for credit; (c) accrual or redemption of rewards or stored value under a merchant's program; (d) funding or reloading of prepaid cards; (e) sending or receiving of person to person payments; or (f) loading, redeeming, or withdrawing money from your Apple Pay Cash card.

For all disputes or questions about payment cards, rewards cards, gift cards, or associated commerce activity, please contact your issuer or the applicable merchant. For questions regarding the Apple Pay Cash card or person to person payments, please contact Apple Support.

### 3. Privacy

Apple Pay requires some information from your Device in order to offer the full experience. Additionally, when you use your Apple Pay Cash card or send or receive person to person payments, additional information about your transactions is collected and retained to service your account and fraud prevention and regulatory purposes. You can find more information on the data collected, used, or shared as part of your use of Apple Pay, the Apple Pay Cash card, or person to person payments with Apple Pay by reading About Apple Pay and Privacy (which can be accessed by going to Wallet & Apple Pay on your Device, or within the Watch app on a paired Device) or by visiting https://www.apple.com/privacy. By using these features, you agree and consent to Apple's and its subsidiaries' and agents' transmission, collection, maintenance, processing, and use of all of the foregoing information, to provide Apple Pay functionality.

## 4. Security; Lost or Disabled Devices

Apple Pay stores virtual representations of your Supported Cards and should be protected as you would protect cash or your physical credit, debit, prepaid, rewards, or gift cards. Providing your Device passcode to a third party or allowing a third party to add their fingerprint to use Touch ID or enable Face ID may result in their ability to make payments, send, request, or receive person to person payments, withdraw money from your Apple Pay Cash card, or receive or redeem rewards or credit using Apple Pay on your Device. You are solely responsible for maintaining the security of your Device and of your passcode. You agree that Apple does not have any responsibility if you lose or share access to your Device. You agree that Apple does not have any responsibility if you make unauthorized modifications to the Apple Software (such as by way of a "jailbreak").

You may need to enable additional security measures, such as two-factor authentication for your Apple ID, in order to access particular features of Apple Pay, including the Apple Pay Cash card and person to person payments with Apple Pay. If you subsequently remove those security features, you may not be able to continue to access particular features of Apple Pay.

If your Device is lost or stolen and you have Find My iPhone enabled, you can use Find My iPhone to attempt to suspend the ability to pay with the virtual Supported Payment Cards or sending person to person payments on that Device by putting it into Lost Mode. You can also erase your Device, which will attempt to suspend the ability to pay with the virtual Supported Payment Cards or send person to person payments on the Device and will also attempt to remove the Apple Pay-Enabled Cards. You should also contact the issuer of your Supported Payment Cards, the merchant who issued your Apple Pay-Enabled Cards, and Apple in the case of your Apple Pay Cash card in order to prevent unauthorized access to your Supported Cards.

If you report or Apple suspects fraudulent or abusive activity, you agree to cooperate with Apple in any investigation and to use any fraud prevention measures we prescribe.

### 5. Limitation of Liability

IN ADDITION TO THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY SET FORTH IN THE LICENSE, APPLE DOES NOT ASSUME ANY LIABILITY FOR PURCHASES, PAYMENTS, TRANSACTIONS, OR OTHER COMMERCE ACTIVITY MADE USING THE APPLE PAY FEATURE, AND YOU AGREE TO LOOK SOLELY TO AGREEMENTS YOU MAY HAVE WITH YOUR CARD ISSUER, PAYMENT NETWORK, FINANCIAL INSTITUTIONS, OR MERCHANT TO RESOLVE ANY QUESTIONS OR DISPUTES RELATING TO YOUR SUPPORTED CARDS, PERSON TO PERSON PAYMENTS, AND ASSOCIATED COMMERCE ACTIVITY.

# NOTICES FROM APPLE

If Apple needs to contact you about your product or account, you consent to receive the notices by email. You agree that any such notices that we send you electronically will satisfy any legal communication requirements.